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PERSONNEL  
REGULATIONS

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## PERSONNEL POLICIES - GENERALLY

### A. Definitions of Employees

#### 1. Employees of the Board

All employees are "Employees of the Board" and whenever reference is made to employees without distinction, such statement shall refer to all applicable employees with the exception of the Executive Superintendent.

#### 2. Full-Time/Part-Time Employees

Full-time - An employee who works full-time in a single job category for five days a week, or 10, 11, or 12 months according to their category.

Part-time - An employee who works in any category less than five days per week or less than seven hours per day.

#### 3. Professional Staff

Professional staff shall include those employees of the Board who hold teaching licenses or provisional licenses issued by the State Board of Education.

#### 4. Support Staff

Support staff personnel are those employees who need not hold a license issued by the State Board of Education in order to obtain their positions.

### B. Hours of Employment/Work Day

1. Professional Staff - Professional staff hours will vary according to assignment. The basic teachers' hours will be from 8:15 a.m. to 3:40 p.m. However, these hours may be extended for various other duties as deemed necessary by the principal.

2. Support Staff - Support staff hours will vary according to assignment and salary as specified on their contract. Each position carries with it individual requirements as to the length of the day.

### C. Insurance

#### 1. State Workman's Compensation

Injuries to employees from accidents in the line of duty are compensable under the Virginia Workman's Compensation Act. The executive superintendent shall develop regulations for the required reports to protect the employee's rights as well as those of the Board of Control.

#### 2. Health Insurance

The Board of Control supports group health insurance for employees. The board will pay a portion of the premium at a rate to be determined annually.

Any certified employee working part-time for the Board of Control will be eligible for a proportional share of the board-paid insurance premium regardless of when he/she was hired.

*Example: Jane Doe teaches one class of math per day during the school year. If the Board's share of premium is \$100 per month, she would receive  $1/6 \times \$100$  per month  $\times 10$  months = \$166.67 towards the cost of her health insurance premium per year.*

3. Group Life Insurance

The Board of Control provides a group life insurance program through the Virginia Retirement System for all full-time employees. Premiums are paid by the Board of Control.

4. Liability Insurance

The Board of Control carries a blanket general and legal liability policy for all employees. Premiums are paid by the Board of Control.

D. Retirement Benefits

1. Virginia Retirement System

Membership in the Virginia Retirement System is mandatory for all full-time employees. Individual contributions are based on percentage of total annual salary.

2. Health Insurance

Employees retiring at the age of 50 with at least 5 consecutive years of service at Northern Neck Technical Center may continue their health insurance through the Board of Control until they are eligible to receive benefits through Medicare programs. This coverage will be at the retiree's own expense.

Retired employees who have reached the age of 55 with 5 consecutive years of service at Northern Neck Technical Center may continue their health insurance through the Board of Control until they are eligible to receive benefits through Medicare programs.

The enrollment period for the retiree's health insurance coverage shall commence on the first of the month following the retiree's eligibility date; likewise, a retiree's coverage shall terminate at the end of the month prior to his/her 65<sup>th</sup> birthday.

Any health insurance payments made by the retiree shall be paid in advance monthly, payable to the insurance company. All payments must be received by the Board of Control Office prior to the 1<sup>st</sup> day of the month.

E. Travel Allowance/Expenses

Employees who use their personal vehicles in the performance of their duties shall be paid a travel allowance. The allowance shall be a fixed rate per mile as determined by the Board of Control.

G. Firearms

Employees of the Board of Control may not carry firearms of any kind on school premises.

The provisions of this regulation shall not apply to persons who carry such weapon or weapons as a part of the curriculum or other programs sponsored by the school or any organization permitted by the Board of Control to use its premises.

H. Endorsement of Commercial Products or Services

Employees shall not recommend any commercial product or service, or aid in distributing literature or publicity endorsing or recommending such product or services.

Approved by Board of Control: December 1, 2009

## ACCEPTABLE COMPUTER SYSTEM USE

All use of the Northern Neck Technical Center's computer system shall be consistent with the Board of Control's goal of promoting educational excellence by facilitating resource sharing, innovation and communication. The term computer system includes hardware, software, data, communication lines and devices, terminal printers, CD-ROM devices, tape drives, servers, mainframe and personal computers, the Internet and any other internal or external network.

### Computer System Use-Terms and Conditions:

1. **Acceptable Use.** Access to the NNTC's computer system shall be (1) for the purposes of education or research and be consistent with the educational objectives of the NNTC or (2) for legitimate school business.
2. **Privilege.** The use of the NNTC's computer system is a privilege, not a right.
3. **Unacceptable Use.** Each user is responsible for his or her actions on the computer system. Prohibited conduct includes:
  - using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any federal, state or local law.
  - sending, receiving, viewing or downloading illegal material via the computer system.
  - unauthorized downloading of software.
  - downloading copyrighted material for unauthorized use.
  - using the computer system for private financial or commercial gain.
  - wastefully using resources, such as file space.
  - gaining unauthorized access to resources or entities.
  - posting material authorized or created by another without his or her consent.
  - using the computer system for commercial or private advertising.
  - submitting, posting, publishing, or displaying any obscene, profane, threatening, illegal or other inappropriate material.
  - using the computer system while access privileges are suspended or revoked.
  - vandalizing the computer system, including destroying data by creating or spreading viruses or by other means.
4. **Network Etiquette.** Each user is expected to abide by generally accepted rules of etiquette, including the following:
  - Be polite
  - Users shall not forge, intercept or interfere with electronic mail messages.
  - Use appropriate language. The use of obscene, lewd, profane, threatening or disrespectful language is prohibited.
  - Users shall not post personal contact information about themselves or others.
  - Users shall respect the computer system's resource limits.
  - Users shall not post chain letters or download large files.
  - Users shall not use the computer system to disrupt others.
  - Users shall not read, modify or delete data owned by others.

5. **Liability.** The Board of Control makes no warranties for the computer system it provides. The Board of Control shall not be responsible for any damages to the user from use of the computer system, including loss of data, non-delivery or missed delivery of information, or service interruptions. The NNTC denies any responsibility for the accuracy or quality of information obtained through the computer system. The user agrees to indemnify the Board of Control for any losses, costs or damages incurred by the Board of Control relating to or arising out of any violation of these procedures.

6. **Security.** Computer system security is a high priority for the school NNTC. If any user identifies a security problem, the user shall notify the building principal or system administrator immediately. All users shall keep their passwords confidential and shall follow computer virus protection procedures.

7. **Vandalism.** Intentional destruction of any part of the computer system through creating or downloading computer viruses or by any other means is prohibited.

8. **Charges.** The NNTC assumes no responsibility for any unauthorized charges or fees as result of using the computer system, including telephone or long-distance charges.

9. **Electronic Mail.** The NNTC's electronic mail system is owned and controlled by the NNTC. The NNTC may provide electronic mail to aid students and staff in fulfilling their duties and as an education tool. Electronic mail is not private. Students' electronic mail will be monitored. The electronic mail of staff may be monitored and accessed by the NNTC. Unauthorized access to an electronic mail account by any student or employee is prohibited. Users shall be held personally liable for the content of any electronic message they create. Downloading any file attached to an electronic message is prohibited unless the user is certain of that message's authenticity and the nature of the file.

10. **Enforcement.** Software will be installed on the NNTC's computers having Internet access to filter or block Internet access through such computers to child pornography and obscenity. The online activities of minors may also be monitored manually. **Any violation of these regulations shall result in loss of computer system privileges and may also result in appropriate disciplinary action, as determined by Board of Control policy, or legal action.**

Approved by the Board of Control: December 1, 2009

## STAFF HEALTH

### Health Examinations/Certificates

After the initial employment examination, each employee shall submit a certificate stating that the employee is free of communicable tuberculosis. Fees for these subsequent examinations shall be paid by the Board of Control.

### Special Medical Examination

The Board of Control may require a special medical examination for any employee at any time.

## PROCEDURES FOR ADJUSTING GRIEVANCES FOR SUPPORT STAFF

### Preamble

The Board of Control adopts the following procedure for adjusting grievances to provide, in accordance with the statutory mandate of 22.1-79(6) of the Code of Virginia, a timely and fair method of resolving disputes arising between the Board of Control and eligible employees regarding dismissal, suspension, or other disciplinary actions.

### Part I-Definitions

The following words and terms, when used in this Procedure, shall have the following meaning:

**"Eligible Employee"** means an employee who has completed the probationary period established in policy GDG excluding the NNTC executive superintendent, employees covered under Article 2 (principals and assistant principals) and Article 3 (teachers) of Chapter 15 of Title 22 of the Code of Virginia. Substitutes, consultants, individuals receiving remuneration for providing contracted services and part-time employees are not eligible to use this Procedure.

**"Days"** means calendar days unless a different meaning is clearly expressed in this Procedure. Whenever any period of time fixed by this Procedure shall expire on a Saturday, Sunday, or legal holiday, the period of time for taking action under this procedure shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

**"Dismissal"** means the termination of employment of any eligible employee after completion of the probationary period designated in Policy GDG. Dismissal may be with or without cause.

**"Grievance"** means for the purpose of Part II, a dispute between an eligible employee and the Board of Control regarding such employee's suspension or other disciplinary action excluding dismissal and disciplinary probation. For the purpose of Part III, grievance means a dispute between an eligible employee and the Board of Control regarding such employee's dismissal or probation. Grievances must be initiated in writing and describe the event or action complained of, the date of the event or action, a concise description of the basis for the claim and the relief expected on the form provided by the Board of Control.

**"Personnel File"** means any and all memoranda, entries, or other documents included in the eligible employee's file as maintained in the central school administration office or in any file on the eligible employee maintained within a school in which such employee serves.

**"Disciplinary Probation"** means a period not to exceed one year during which time it shall be the duty of the covered employee to remedy the conduct that gave rise to the probationary status.

**"Shall file," "shall respond in writing," or "shall serve written notice"** means the document is either hand delivered to the grievant or office of the proper Board of Control representative or is mailed by registered or certified mail, return receipt requested, and postmarked within the time limits prescribed by this Procedure. Such notice may be mailed to the last address provided by the grievant to the Board of Control. It is the duty of the grievant to notify the Board of Control in writing of any change of address.

"Work Days" means days actually worked by the party required to take action and does not include days on approved leave.

## Part II

### Purpose

Part II provides a timely and fair method of resolving disputes concerning suspension and disciplinary action other than probation or dismissal. An equitable solution should be secured at the lowest level of administration. This Part shall not be construed as limiting the right of any eligible employee to discuss any matter of concern with any member of the school administration. Nor should this Part be construed to restrict any employee's right to seek, or the school administration's right to provide, informal review of complaints that are not included in the definition of grievance. Nothing in this procedure shall be interpreted to limit the Board of Control's exclusive final authority over the management and operation of the school NNTC, nor confer any property right whatsoever.

Note: For disputes concerning other issues, see the Board of Education Procedure For Adjusting Grievances, Part II (Policy GBM). However, there shall be no fact finding hearing for any support staff grievance.

### Procedure

#### **Management Steps:**

**Step 1-Immediate Supervisor.** The first step shall be an informal conference between the eligible employee and his or her immediate supervisor. The employee shall state the nature of the grievance, and the immediate supervisor shall attempt to adjust the grievance. This step may not be waived.

**Step 2-Principal.** If the grievance is not resolved in Step 1, the grievant may proceed to step 2. At this step, the grievant must file a Form A with the Principal within fifteen days following the event giving rise to the grievance or within fifteen days following the time when the employee knew or reasonably should have known of its occurrence. Regardless of the outcome of step 1, if a written Form A is not filed within the specified time, without just cause, the grievance shall be concluded. The Form A shall be provided by the Board of Control.

A meeting shall be held between the principal and the grievant within five work days of the receipt of the grievance (Form A) by the principal. The principal shall set the time and place of the meeting. Both the grievant and the principal have the right to present appropriate witnesses and to be represented by legal counsel or another representative. The principal shall respond in writing (on the Form A) to the grievant within five work days following the meeting.

The principal may forward to the grievant, within five days from the receipt of the written grievance, a written request for more specific information regarding the grievance. The grievant shall file an answer within 10 days of receipt of the request, and the meeting must be held within five days after the answer is filed or due to be filed, whichever is earlier.

**Step 3-Executive Superintendent.** If the grievance is not resolved to the grievant's satisfaction, the grievant may proceed to Step 3 by checking the appropriate box on the Form A and filing it with the executive superintendent within five work days after receipt of the step 2 answer (or the due date of such answer). A meeting shall be held between the executive superintendent and the grievant at a mutually agreeable time within five work days of the superintendent's receipt of the grievance. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance. At such meeting, both the executive superintendent and the grievant are entitled to present witnesses and to be represented by legal counsel or another representative. A representative may examine, cross-examine, question, and present evidence on behalf of the grievant or the superintendent without violating § 54-44 of the Code of Virginia. If the grievant's representative is an attorney, the grievant must give advanced notice to the superintendent and agree to a meeting date when the Board of Control attorney can attend. The executive superintendent shall determine the propriety of attendance at the meeting of persons not having a direct interest in the grievance.

The executive superintendent shall respond in writing (on the Form A) within five work days following the meeting. The executive superintendent may request more information from the grievant if such was not requested in Step 2. The grievant shall respond to such request within ten days of receipt, and the meeting shall be held within five days of the date on which the answer was received by the executive superintendent or due to the executive superintendent. The grievant shall bear his or her own expenses. The Board of Control shall bear the expenses of the executive superintendent. Witnesses who are employees of the Board of Control shall be granted time to appear at the meeting if the meeting is held during their working hours.

**Step 4-Board of Control.** If the grievance is not resolved to the satisfaction of the grievant, he or she may advance the grievance to the Board of Control by checking the appropriate box on the Form A and filing it with the superintendent within five work days after the decision of the executive superintendent or the due date thereof. The executive superintendent shall forward the grievance record to the Board of Control within five work days of receipt of the Form A. The Board of Control may, at its option, hold a hearing or may make a decision based on the grievance record and written evidence presented by the grievant and the executive superintendent. The Board of Control shall provide its written decision to the grievant within thirty days of the hearing or if no hearing is held, within thirty days of receipt of the grievance record.

The Board of Control may affirm, modify or reverse the decision of the administration by a majority vote or a quorum of the Board of Control. The decision of the Board of Control is final.

### Part III

#### Purpose

Part III provides a timely and fair method of resolving disputes regarding dismissal or placing on disciplinary probation. An equitable solution should be secured at the lowest level of administration. This Part shall not be construed as limiting the right of any eligible employee to discuss any matter of concern with any member of the school administration. Nor should this Part be construed to restrict any employee's right to seek, or the school administration's right to provide, informal review of complaints that are not included in the definition of grievance. Nothing in this procedure shall be interpreted to limit the Board of Control's exclusive final authority over the management and operation of the school NNTC, nor confer any property right whatsoever.

File: GBMA-R

## Notice of Dismissal or Placing on Probation

**Notice.** In the event a NNTC executive superintendent or designee decides to dismiss or place on probation an eligible employee, written notice shall be given to the employee on a form provided by the Board of Control notifying the eligible employee of the dismissal or probation and informing the eligible employee that within fifteen days of receiving the notice, the eligible employee may request a meeting before the executive superintendent.

**Preliminary Information Gathering.** During the time between notice and the step 1 meeting, the merits of the dismissal or probationary action shall not be considered, discussed or acted upon by the Board of Control. At the request of the eligible employee, the executive superintendent shall provide the reasons for the dismissal or probation action in writing, or if the eligible employee prefers, in a personal interview. Such request must be made prior to the Step 1 meeting with the Executive Superintendent and responded to within three days of the employee's request. At the request of the employee, the executive superintendent shall provide the employee or his representative with the opportunity to inspect and copy his personnel file and all other documents relied upon by the superintendent in reaching his decision, unless confidential by law. Within ten days of the request of the executive superintendent, the employee shall provide the executive superintendent the opportunity to inspect and copy the documents to be offered in rebuttal to the executive superintendent's decision. The cost of copying shall be paid by the requesting party.

## Procedure

### **Management Steps**

**Step 1-Superintendent.** Within fifteen days of receiving notice of dismissal or probation, the employee may initiate a grievance submitting Form C to the executive superintendent. A meeting shall be held within five work days of the executive superintendent's receipt of the Form C at a time and place designated by the executive superintendent. Each party may be represented by an attorney or other representative and will have the opportunity to present witnesses and documents. The meeting shall be closed to all other persons. The executive superintendent shall provide a written response on the Form C within five work days of the conclusion of the meeting. This step may be waived at the option of the employee.

**Step 2-Board of Control.** An eligible employee may initiate a grievance by filing Form C with the executive superintendent within fifteen days from the receipt of notice from the superintendent or within five days after the conclusion of Step 1. The Form C shall be provided by the Board of Control and shall specify each matter to be addressed by the Board of Control.

The hearing shall be scheduled and conducted within thirty days of the receipt of the grievant's Form C. The grievant shall be given at least fifteen days written notice of the date, place and time of the hearing and such notice shall also be provided to the superintendent.

The grievant and the executive superintendent may be represented by legal counsel or another representative. The hearing before the Board of Control shall be private, unless the grievant requests a public hearing. The Board of Control shall establish the rules for the conduct of the hearing. Such rules shall include the opportunity for the grievant/representative and the superintendent/representative to make opening and closing statements and to present all

material or relevant evidence, including the testimony of witnesses and the right of all parties to cross-examine the witnesses. Witnesses may also be questioned by the Board of Control.

A recording of the hearing shall be made and preserved for six months. If either the grievant or the Board of Control requests a transcript of the recording prior to the expiration of the six month period, it shall be made and copies furnished to both parties. The Board of Control shall bear the expense of the recording and the transcription.

The Board of Control shall provide the grievant a written decision within thirty days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the hearing, if any. All non Board of Control members shall be excluded from any executive session of the Board of Control which has as its purpose reaching a decision on the grievance. Immediately after a decision is made and publicly announced, the Board of Control's attorney and the executive superintendent may join the Board of Control in executive session to assist in writing the decision, if their presence is necessary.

The Board of Control may affirm, modify or reverse the decision of the administration by a majority vote of a quorum of the Board of Control. The decision of the Board of Control is final.

#### Part IV General Provisions

#### **Determination of Grievability**

**Initial Determination-** Board of Control. Decisions regarding whether a matter is grievable shall be made by the Board of Control at the request of the Executive Superintendent or grievant. The Board of Control shall reach its decision after allowing the Executive Superintendent and the grievant an opportunity to present witnesses or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be made by the Board of Control. A decision regarding grievability shall be made within ten days of such a request. The determination shall be made after the grievance is reduced to writing and prior to any Board of Control hearing or the right to such determination is waived. Failure of the Board of Control to make a timely determination shall entitle the grievant to advance to the next step of the Procedure as if the matter were grievable.

**Final Determination-** Circuit Court. Grievability decisions of the Board of Control may be appealed to the circuit court having jurisdiction in the school NNTC. The grievant must file a written notice of appeal with the Board of Control within ten days after receipt of the Board of Control's determination and give a copy to all other parties. Within ten days of receipt of the notice, the Board of Control shall transmit to the clerk of the court to which the appeal is taken a copy of the notice of the appeal and the grievance record. The court, on motion of the grievant, may issue a writ of certiorari requiring the Board of Control to transmit the record.

Within ten days of receipt by the clerk of the notice of appeal and the record, the court, sitting without a jury, shall hear the appeal on the record and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record or other evidence the court determines is required by the ends of justice. The court's decision shall be rendered not later than fifteen days after the conclusion of the hearing, if any or review of the record. The court may affirm, reverse or modify the decision of the Board of Control.

### **Compliance with Procedural Requirements**

The right of any party to proceed at any step of this Procedure shall be conditioned upon compliance with the requirements set forth in this Procedure.

The failure of the grievant to comply with all substantial procedural requirements shall forfeit the grievant's right to proceed with the grievance unless just cause for the failure can be shown. The failure of the Board of Control or any management step employee to comply with all substantial procedural requirements without just cause shall entitle the grievant to advance the grievance to the next step or at the final step to a decision in the grievant's favor.

The determination as to whether the substantial procedural requirements of this Procedure have been followed shall be made by the Board of Control. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown, the Board of Control shall have the option of allowing the grievant to proceed to the next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements at any further step in this Procedure.

### **Separability**

If any portion of this Part of the Procedure, or the application thereof, is held invalid by a court of competent jurisdiction, the remainder of this procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected.

Approved by the Board of Control: May 13, 1998

## PROFESSIONAL STAFF

### Teacher Responsibilities

#### A. Classroom Planning and Management

In accordance with local policies and regulations, the teacher shall be responsible for discharging the following major duties:

1. The teacher shall provide for the humanizing of instruction in the classroom. To accomplish this, the teacher should:
  - a. know the academic strengths and weaknesses of each student;
  - b. know the home and community environment of each student;
  - c. understand and appreciate each student as an individual or worth;
  - d. help each student recognize his/her potential, to develop his/her abilities, and to assume his/her responsibilities as a member of the group; and
  - e. treat each student as an individual in accordance with his/her needs.
  
2. The teacher shall provide for individual differences in the classroom. To accomplish this, the teacher should:
  - a. provide different subject matter and learning experiences and have different achievement standards for individuals with different abilities and/or past achievements; and
  - b. provide opportunities for pupils to work independently on meaningful tasks that derive from, and contribute to, the planned activities of the group.
  
3. The teacher shall make use of available instructional materials and other resources that are appropriate to the needs of the students. To accomplish this, the teacher should supplement the textbook and make appropriate use of:
  - a. additional reading materials, such as library books and reference materials, magazines, and newspapers;
  - b. educational television and other audio-visual aids;
  - c. demonstrations, dramatizations, and other classroom activities;
  - d. field trips;
  - e. resource persons and school-related youth organizations; and
  - f. individual and group projects, in or out of school.
  
4. The teacher shall organize learning activities to achieve specific objectives which should include:
  - a. development of needed skills;
  - b. understanding of specific concepts;
  - c. development of wholesome attitudes; and
  - d. solution of meaningful problems.

5. The teacher shall provide a favorable psychological environment for learning. To accomplish this, the teacher should:

- a. develop and use questioning techniques that require students to employ the higher cognitive processes as well as to demonstrate retention and comprehension;
- b. encourage students to express their ideas in group discussions; and
- c. involve students in planning and conducting class activities under the guidance and direction of the teacher.

6. The teacher shall evaluate the progress of students. To do this, the teacher should:

- a. emphasize the application of knowledge to new situations;
- b. include achievement in all areas of instruction, habits of work, attitudes, personal traits, and group relationships; and
- c. help each student to develop the ability to evaluate his/her own progress and to involve him/her in the evaluation process.

#### B. Administrative Performance Criteria

Since each teacher must know precisely what is expected of him or her, in order to develop harmonious working relationships and to promote efficient functioning of the school, the following minimum administrative performance criteria are established:

1. Observe and enforce all Board of Control policies, rules, and regulations.
2. Foster friendly and cooperative relationships between home, community, and the school.
3. Have a general plan of the day's work.
4. Discipline in a quiet, dignified, fair and positive manner while helping each student achieve self-control; maintain a balance between individual freedom and responsible behavior.
5. Assume custody of all physical property entrusted to your care and insure that it is used for the purpose for which procured, properly maintained, and cared for in the correct manner. Report to the principal promptly the loss or damage to school property or equipment.
6. Arrive at school 8:15 a.m. and remain until 3:40 p.m., or long enough before or after school to give whatever supervision is deemed necessary for the welfare of the students and the school.
7. Remain on the school premises the entire school day unless prior permission has been granted by the principal to be absent to conduct school business, or when a personal emergency situation arises.
8. Notify the principal or designee at the earliest possible time of your inability to be present at school.
9. Willingly accept any reasonable special assignments such as extra-curricular student activities, inservice work to promote better education, curriculum revision, adoption of textbooks and any other reasonable assignments.
10. Accurately and punctually complete school and student records and reports, and insure that they are treated confidentially.
11. Attend faculty meetings unless excused by the principal for professional or compelling personal reasons.
12. Indicate professional awareness of methodological and curriculum innovations through attendance at meetings and conferences and by reading professional magazines and journals.
13. Endeavor to discover causes of absence among students, and advise the principal.

14. Provide a receipt for all authorized collections of funds, and deposit monies received with an authorized agent before leaving school each day.
15. Obtain permission of the principal before permitting any student to leave the school premises for any reason.
16. Prohibit the sale or advertising of articles of any kind unless prior approval has been granted by the principal.
17. Observe students for symptoms of illness, and promptly report all cases needing attention to the principal.
18. Prohibit the taking of medicine by students except as authorized by the principal/school nurse.
19. Attend scheduled parent/teacher conferences, open houses, graduation, and professional development opportunities, except when excusable conflicts arise.

### Dress Code

#### A. Criteria

The attire of professional employees during the hours when school is in session must be judged in light of the following:

1. Dress should reflect the professional position of the employee.
2. Attire should be that which is commonly accepted in the community.
3. It should be exemplary of the students with whom the professional employee works.
4. Clothing should be appropriate to the assignment of the employee.

#### B. Application

In most circumstances the application of the above criteria to classroom teachers would call for jacket, shirt and tie for men, and dress, skirt and blouse, or pantsuits for women. If an individual teacher feels that informal clothing such as sportswear, would be appropriate to his or her teaching assignment, or would enable him or her to carry out assigned duties more effectively, such requests may be brought to the attention of the principal or executive superintendent. An attempt should be made on all levels to ensure that the above principles are applied equitably and consistently throughout the school NNTC.

### Committees

There are numerous working committees of the staff as well as lay-faculty groups which work upon specific problems as the need arises. Committees are formed or dissolved as needed. No teacher will be expected to work on more than three committees; Rooms for meetings should be reserved through principals' office.

### Tutoring

Teachers may tutor students for pay provided that the student is not currently under the supervision of the teacher and that such instruction for pay is carried on outside of school premises and after school hours.

### Vacancies

Whenever any position in the NNTC is open during the school year all employees should be informed by posting an announcement on the office bulletin board of the opening and given an opportunity to apply before the position is filled. Such notice shall remain posted for a minimum of five days. During periods when the school is not in session a reasonable attempt will be made to inform those employees who have previously expressed in writing an interest in such a position.

### Appointment and Reappointment

Professional applicants for employment shall be recommended by the Executive Superintendent and appointed by the Board of Control.

Persons who are currently employed by the Northern Neck Technical Center and who seek reappointment for the succeeding school session shall state, on the standard form provided, his/her intentions for the succeeding school session by a date set by the Principal. Such reappointment requests shall be received by the principal of the school in which the applicant is employed. The principal shall make his/her observations and recommendations on the form in the space provided. Reappointment shall be made by the Board of Control upon recommendation of the Principal.

### Resignation

Professional staff personnel requesting release from a contract with the Board shall submit their written resignation to the Principal at least two (2) weeks before the intended date of termination, unless waived by the Executive Superintendent. The Principal will require an exit interview.

A release from contract beginning June 1 or the date the salary is set by the Board of Control, whichever comes later, may be denied until a satisfactory replacement has been secured. The employee shall be informed that breaking a contract without Board approval may result in a request to the Virginia Department of Education that the teacher's licensure be suspended for the next school year.

Resignations are not officially approved until presented to and accepted by the Board.

### Planning/Lunch Periods

One period each day, unencumbered by supervisory or teaching duties, shall be provided for every full-time classroom teacher for instructional planning. Every effort shall be made to provide staff members with an unencumbered lunch period.

### Professional Leave

At the discretion of, and with prior approval of the Principal, professional employees may absent themselves without forfeiture of per diem pay to serve in workshops, on committees, or as elected delegates to their educational associations.

Approved by Board of Control: December 1, 2009

## STAFF SALARY SCHEDULES

### A. Generally

The Board of Control shall annually approve a salary schedule for its professional employees based upon the recommendation of the Executive Superintendent and the availability of funds.

The salary schedule shall be based upon a reasonable base salary and take into consideration years of experience, degree of educational training, level of certification and such other criteria as the Board of Control may deem appropriate. A salary ratio or index shall be developed to translate these criteria into a specific salary for any individual.

The principal and assistant principal(s) of the school, and other special teachers are not included in the regular salary schedule. They will have salaries fixed in accordance with the applicable salary schedule or individually by the Board of Control.

### B. Placement on Salary Schedule

1. Full credit for experience in other public school NNTCs, if any, will be allowed upon the entrance of the teacher into the Northern Neck Technical Center.
2. Full credit for military service shall be allowed in accordance with State Board of Education regulations.
3. Teachers receiving a master's degree shall submit the transcript to the Director of Finance by February 1 for budget planning purposes. No partial payment for the master's degree will be made if the transcript is received after the beginning of the fall term of school.
3. Teachers who do not teach for a full school year, but who are contracted for a period exceeding 90 teaching days in any one school year, shall receive credit for a full year's service on the salary schedule at the beginning of the next regular school year for which the teacher is employed.

### C. Pay for Extended Work Year

Professional personnel employed for additional duties after the school year has ended (excluding summer school), shall be paid extra compensation at a rate to be determined by the Board of Control.

### D. Extra Pay for Extra Duty

The Board of Control authorizes extra pay for the supervision of activities which require at least some special training or experience by one or more licensed employees and which are of such a nature that, although the school program includes these activities, they cannot feasibly be included in the school day, in the opinion of the school administration.

The Board annually shall establish categories and shall determine compensation for extra pay for extra duty. The Principal may authorize extra pay for extra duties for student activities planned and implemented during the school year.

Approved by Board of Control: December 1, 2009



## PROFESSIONAL STAFF LEAVES AND ABSENCES

### **Reporting Absences**

1. Each employee is regarded to properly notify principal or designee on the day before or the evening before the absence.
2. In the event that advance notice is not possible, personnel will notify their supervisor between the hours of 6:00 a.m. and 7:00 a.m. of the day on which the absence occurs.
3. If an absence is of more than one day's duration, notification should be given each day by 2:00 p.m. that the person will be absent the following day.
4. All clerical, custodial and maintenance personnel will notify their immediate supervisors. Adequate time should be allowed so that the supervisor may acquire a substitute if needed.
5. Abuse of these procedures will incur the loss of a day's pay. If the person is charged a day without pay, no days will be deducted from his accrued sick leave.
6. Persons with excessive absence may be required to furnish a doctor's certificate.

### **Vacations**

Personnel employed for twelve calendar months shall earn 1 day/month of vacation leave with pay. Individual vacations shall be scheduled at a time mutually satisfactory to the employee and the Principal.

Vacation time earned before June 30 of one year can be carried over up to a maximum of fifty (50) days. Employees as of October 2009 who carry an accumulated balance greater than 50 days will be allowed to retain this balance. Employees who retire or resign may either take vacation or be compensated at their per diem rate of pay if money is available and with Board of Control's approval.

### **Professional Staff Sick Leave**

#### **Eligibility**

1. Each full-time professional employee under ten, eleven, or twelve month contract may earn sick leave.
2. Summer school, evening, part-time, substitute or temporary professional employees are not eligible.

#### **Rate**

1. Eligible employees earn sick leave at the rate of one (1) day per month during the contract period.
2. Eligible employees who are employed for less than a full year shall accrue sick leave at the rate of one (1) day per month or a fraction thereof. This applies to those employees who do not begin work at the start of the school year and to those who do not complete the full year.

### Application

1. Professional employees cannot claim any portion of earned sick leave unless he/she has actually reported for duty for the regular school year in accordance with the terms of his/her contract. However, an eligible employee who is unable to begin duties because of illness may be allowed to use accumulated leave to his/her credit, not to exceed the employee's accrued sick leave balance as of June 30th of the preceding school year.
2. Sick leave allowances will apply to the total contractual period.
3. Sick leave shall be applied to disability due to pregnancy on the same terms and under the same conditions as they are applied to other temporary disabilities.
4. Each full-time professional employee may accumulate a maximum of 200 sick leave days.
5. Eligible employees who have used their accumulated sick leave will forfeit their per diem salary for all days not covered by the sick leave or personal leave plans.
6. Sick leave shall be allowed for illness of the employee's (including quarantine) spouse, child, parent, sibling or any other relative living in the immediate household. Sick leave cannot exceed three (3) days for any one illness. Professional employees are to submit a "Leave Request" form to the principal immediately upon return to employment. The principal or Executive Superintendent may require a reasonable proof of illness whenever it is deemed necessary.
6. Sick leave shall be allowed for death in the immediate family, not to exceed three (3) days in any one case. "Immediate family" is defined as natural parents, grandparents, grandchildren, foster parents, stepparents, wife, husband, children, brother, sister, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other relative living in the household of the employee. For the death of a parent (employee's or spouse's), spouse, or child of the employee, the employee may take an additional two days, to be charged as sick leave.

### Retirement

1. Upon retirement, professional employees who transfer from one school system to another within the State of Virginia may transfer their accumulated sick leave upon approval by the new school system. A professional employee is presumed to have left the Virginia educational profession if he/she accepts employment in private schools, State institutions, commercial or industrial firms, or a public school in another state.  
  
Unused sick leave may be paid to eligible full-time professional employees upon retirement from the Northern Neck Technical Center if money is available. Payment shall be made at the rate of \$30 per day up to a maximum of 200 days. To be eligible, an employee must have completed a minimum of five (5) years of uninterrupted service including the year of retirement from Northern Neck Technical Center.
2. Personnel who enter the armed services may retain their accumulated leave unless they fail to return to the teaching profession immediately upon discharge from an original tour of duty in the armed services. A professional employee cannot earn sick leave for the period of time they spend in the service.

### **Personal and Emergency Leave**

1. Each full-time member of the professional staff shall be allowed one (1) day per year of personal leave and one (1) per year of emergency leave. An employee does not have to provide an explanation to use these days. The Board of Control will pay for the teacher's substitute when a personal/emergency day is used.
2. Unused personal/emergency days may be converted to sick leave at the end of the school year.
3. Personal and emergency leave cannot be used prior to or immediately following a holiday unless there is an unusual circumstance involved, such as non-family funeral, etc. Each case will be handled individually and must be explained in detail.
4. Personal leave must be approved by the principal as far in advance as possible. If more than one employee requests this leave on the same day, the principal and employees involved should work out an agreement, if possible, before these requests are submitted to the executive superintendent's office.
5. Personal and emergency leave may not be used to allow the employee to perform other work for payment, i.e., advisory or consulting job.
6. The Board of Control discourages extended leave requests for pleasure and non-essential trips. In special circumstances the Board may grant a short period of leave, with forfeiture of pay, not to exceed a period of four days to an employee with three consecutive years of employment in Northern Neck Technical Center. An employee who has not used the first day of personal leave may include this day in addition to the other four leave days. An employee will not be granted such leave more than once in a three year period. Any requests by an employee who has previously been granted extended leave under this policy shall be addressed on an individual basis by the Board of Control or its designee. Any employee who leaves without prior approval is violating his/her contract and may be released from service upon a hearing by the Board of Control.

### **Military Leave: Training Governor's Call and Call to Active Duty**

#### A. Training/Governor's Call

Military leave not to exceed fifteen (15) work days in any federal fiscal year (October 1-September 30) will be granted to full-time employees. Such leave is for the purpose to orders issued by the Governor under the Code of Virginia. There shall be no loss of pay for employees on these categories of military leave.

The employee shall submit his/her military orders or other support documents from a responsible military official to the central office prior to reporting for duty.

## B. Call to Active Duty

### 1. Granting of Military Leave and Duration

- (a) Employees will be granted leave without pay for entrance into active duty with the Armed Forces.
- (b) Leave shall only be granted for active military service for those dates stated on the employee's military orders or on other support documents submitted from a responsible military official.
- (c) Employees are entitled to military leave and reinstatement provided that the length of service does not exceed four years unless there is an extension beyond the four years for one of the following reasons:
  - 1. Active military service requested by and for the convenience of the federal government. Written documentation supporting this stipulation must be provided to the school office;
  - 2. Periods fixed by the Governor;
  - 3. An employee's hospitalization, associated with the active duty and continuing after discharge from military service, for a period not more than one year.

### 2. Physical Examination for the Military

An employee who is scheduled for a physical examination for military service during working hours, including but not limited to preinduction physicals, shall be given a leave of absence with full pay up to, but not exceeding, eight hours annually. The leave records should show "military leave with pay-physical" for these hours.

### 3. Responsibilities of the Employee

- (a) An employee must furnish the school office with a completed leave request form and acceptable documentation from a responsible military official indicating the dates of active duty. Whenever possible, employees should give at least two weeks notice prior to anticipated entrance into the service.
- (b) In cases of emergency call-up, the employee should notify his or her supervisor of the call-up for duty as soon as possible.

### 4. Status of Benefits for Employees Placed on Leave Without Pay for Military Service

- (a) Service Credit - An employee will accrue credit toward continuous NNTC service for the duration of leave without pay for military service, and past NNTC service credit will be retained.
- (b) Annual (Vacation) Leave Balances - An employee has the option to retain leave balances.
  - 1. At the option of the employee, unused annual leave (vacation) balances, up to the allowable maximum, may be retained by the employee or paid off at the time the employee is placed on military leave without pay.
  - 2. An employee will not accrue annual leave credits while on military leave without pay. However, upon return to Northern Neck Technical Center service, an employee's annual leave accrual rate will be calculated to include the period of military leave without pay.

3. Unused and unpaid annual (vacation) leave balances retained when the employee was placed on leave without pay will be reestablished upon return to NNTC service. If an employee desires payment for annual leave balances at separation, payment must be made for the total annual leave balance, up to the maximum allowable, and it will not be allowable to buy these balances back.
- (c) Compensatory Leave - If not used to cover the period of absence due to military service, compensatory leave balances will be paid off at the time of placement on leave without pay.
  - (d) Sick Leave Balances
    1. Sick leave balances will be frozen.
    2. An employee will not accrue sick leave credits while on military leave without pay. Credit for years of continuous NNTC service will be calculated when the employee returns to NNTC service and will include the period of leave without pay for military service.
    3. Unused sick leave balances will be reestablished upon return to NNTC service.
  - (e) Holiday Pay - An employee placed on leave without pay for military service will not be paid for holidays occurring during the military leave.
  - (f) Health Insurance - Health insurance will be discontinued during the period of military leave without pay.
    1. Coverage will continue to the end of the month in which the leave without pay begins. If the employee returns from leave the following month, and works at least half of the work days in the month, coverage can be continuous.
    2. When reinstated into NNTC service coverage will be effective the first day of the month following reinstatement, or on the first day of the month if reinstated on that day.
  - (g) Life Insurance - Coverage will continue for up to two months after the employee is placed on leave without pay for military service, with the Board of Control making the full contribution. Life insurance coverage will begin again upon the employee's reinstatement to NNTC service.
  - (h) Retirement Benefits - Contributions to retirement will be discontinued when an employee is placed on leave without pay. A reinstated employee will be given credit towards retirement for the period of military leave. Upon reinstatement to NNTC service, the employee must provide VRS with appropriate documentation in order to receive this credit.
5. Reinstatement from Military Service
- (a) Conditions - Upon satisfactory completion of military service, the employee is entitled to reinstatement to his or her former position or to a position of like seniority, status, pay, and location provided that:
    1. The employee makes a request for reinstatement to the principal within the proper

time frames established under the Federal Veterans Reemployment Rights statute. Normally, these time frames are as follows:

- a. Within 90 calendar days after release from active duty, or from hospitalization associated with the active duty which continues after discharge for a period of not more than one year.
  - b. Within 31 calendar days after release from initial active duty for training, or from hospitalization associated with active duty which continues after discharge for a period of not more than one year.
2. The employee shall present the Principal with a certificate attesting to the satisfactory completion of military service. The Board of Control is not obligated to reinstate an employee who has not satisfactorily completed military service or training. In such instances, eligibility for reinstatement should be evaluated on an individual basis, taking into consideration the employee's military record and work history with the NNTC.
  3. The employee is still qualified to perform the duties of the former position;
    - a. If an employee becomes disabled during military service and cannot perform the duties of the position to which otherwise entitled, efforts must be made to place the employee in the nearest comparable position for which qualified, based upon the physician(s) recommendation(s) as to ability to perform the job. If no placement is possible, the employee shall be considered affected by a reduction in force (RIF) and the provisions of the RIF policy/regulation shall apply.
    - b. If an employee no longer meets the minimum qualifications of the former position because of a change in job duties, the employee must be offered a position for which the employee is qualified and which is of like seniority, status, pay, and location. Before placing the employee in another position, the employee should be offered any training that might increase his/her ability to perform the job, if the training would have been available had nor military service occurred.
    - c. If the position an employee formerly held has been abolished, the employee shall be placed in a position comparable in status and pay to the one previously held.
    - d. If such a position is not available, the employee shall be considered affected by a reduction in force (RIF) and the provisions of the RIF policy/regulations shall apply.
- (b) Effective Date - The employee will be reinstated within a reasonable period of time after making application for reinstatement. A "reasonable period of time" normally is considered to be within five to ten workdays. Longer periods may be necessary depending on the circumstances.
  - (c) Salary and Proficiency Increases - Normally, the salary will be determined as though the employee had not left the position.
    1. Normally an employee will return to the same classification, salary grade, and salary step held at the time of being place on leave without pay. In addition, the employee will receive a salary increase of one pay step for each proficiency increase the employee would have received had NNTC

service continued uninterrupted. The employee's salary must also reflect any classification regrade which may have occurred to the employee's classification during the period of military leave.

**Leave for Jury Duty and Subpoenaed Witnesses**

- A. Jury Duty - Employees who are called for jury duty will be granted special leave with pay. Any jury pay - not including travel reimbursement - which accrues to the employee must be paid to the Northern Neck Technical Center.
- B. Subpoenaed Witnesses - Employees who have been subpoenaed as witnesses may be granted special leave with pay based upon individual extenuating circumstances as determined by the Principal.

Approved by Board of Control: December 1, 2009

## FAMILY AND MEDICAL LEAVE

### A. Purpose

Eligible employees shall be entitled to 12 workweeks (60 days) of leave during any 12-month period for one or more of the following:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The illness of an employee's spouse, child, or parent and
4. The employee's own illness.

### B. Notification

The administration shall post, and keep posted, in conspicuous places a notice explaining the provisions of this regulation and procedures for filing complaints of violations.

### C. Eligible Employees

An eligible employee is one who has been employed by the Northern Neck Technical Center for at least 12 months and has worked at least 1,250 hours during the contract year preceding the commencement of the leave without pay and the employee must have exhausted all eligible compensated leave.

A husband and wife employee by Northern Neck Technical Center are permitted to take only a combined total of 12 weeks of leave during a 12-month period if the leave taken is for:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child and care thereafter;
3. The care of a parent (but not a parent "in-law"), child, or spouse with a serious health condition.

Where the husband and wife both use a portion of the total 12-week leave for one of these purposes they would each be entitled to the difference between the amount he or she has taken individually and the 12 workweeks authorized for purposes other than those contained in this paragraph. For example, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to a personal illness.

### D. Paid Leave Regulations

Where an employee has earned or accrued paid sick, vacation, or "leave other than sick" leave to the extent applicable, such leave shall be included in the FMLA established under this regulation.

### E. Applications

#### 1. For the birth or adoption of a child of placement for foster care

- a. Accrued sick, vacation, or "Leave other than Sick leave days, not to exceed 60 such days, will be applied to this FMLA.

b. If these accrued paid leave days are fewer than 60, an employee, if necessary, may apply for unpaid leave under this regulation for a total (paid plus unpaid) not to exceed 60 days.

2. For the care of the spouse, child, or parent of the employee with a serious health condition

- a. A serious health condition is one which requires either inpatient care or continuing treatment by a health care provider. It includes treatment for a serious chronic health condition which, if left untreated, would likely result in an absence from work of more than 3 days, and for prenatal care.
- b. Employees are allowed 6 days of paid sick leave to attend to an illness of any relative living in the household of the employee. (See Regulation GCBBD)
- c. When 6 earned days are exhausted, the employee may apply for up to 54 days FMLA under this regulation. However, this leave is limited to the care of a spouse, child, or parent of the employee who has a serious health condition certified to by a physician or practitioner.

3. Because of a serious health condition that makes the employee unable to perform the functions of his/her position

- a. Regulation GCBBD states the number of paid sick leave days granted categories of eligible personnel, including accumulated sick leave days, shall have been exhausted prior to requesting additional FMLA leave under this regulation.

F. Procedures

1. When it is foreseeable for the birth or placement of a child for adoption or foster care, or for planned medical treatment eligible employees must give 30 days advance notice of the need to take FMLA. When it is not feasible under the circumstances to provide such notice, e.g, premature birth, the notice must be given to the principal as soon as practicable (within one or two workdays) when the employee learns of the need for leave.
2. When an employee seeks FMLA in order to care for a spouse, child or parent who has a serious health condition or such a condition makes the employee unable to perform the functions of his/her position the employee shall submit a "Certification of Physician or Practitioner" form.

"Physicians" include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist), authorized to practice in Virginia.

"Practitioner" refers to a Christian Science practitioner.

Should the principal, or a designee doubt the validity of the certification the employee will be required to obtain a second opinion from a physician or practitioner designated by the principal, or a designee, and paid by the Board of Control.

If the opinions of the employee's and the school's designated physician or practitioner differ the employee shall obtain certification from a third physician or practitioner approved jointly by the employee, principal, or a designee, who will be paid by the Board of Control. This third opinion shall be final and binding.

G. Conditions

1. Employees will earn sick leave, personal and vacation days during the FMLA. The Board of Control will maintain payments for VRS and life insurance and its share of health plan premiums for the duration of FMLA. In those instances where employees share the cost of premiums during the unpaid portion of FMLA arrangements for payment of the employee's share of premiums must be made by the employee. If the employee does not make the initial payment within a 30 day grace period and subsequent payments as scheduled, the Board of Control may cease to maintain health coverage.

2. An eligible employee who takes FMLA is entitled to be restored in the same position that the employee held when the leave started or to an equivalent position with equivalent pay, benefits, working conditions and responsibilities.

3. Eligible classroom teachers beginning FMLA more than 5 weeks before the end of a semester may be required by the Board of Control to continue taking leave until the end of the semester if:

- a. the leave is of at least 3 workweeks duration; and
- b. the return to employment would occur during the 3-week period before the end of the semester.

If the eligible classroom teacher begins FMLA for a purpose other than the employee's own serious health condition without pay during the five (5) week period before the end of the semester the Board of Control may require the employee to continue to take leave until the end of such semester if:

- a. the leave is greater than 2 weeks duration; and
- b. the return to employment would occur during the 2-week period before the end of such semester.

If the eligible classroom teacher begins FMLA for a purpose other than the employee's own serious health condition without pay during the three (3) period before the end of the semester and the duration of the leave is greater than 5 workdays the Board of Control may require the employee to take leave until the end of the semester.

4. Employees on FMLA shall submit periodic reports on the employee's status and intent to return to work. The schedule of such reports shall be determined by the principal or a designee, in cooperation with the employer and the health care provider.

H. Intermittent Leave

An employee may request intermittent FMLA, or leave on a reduced leave schedule, due to a serious health condition of the employee or immediate family member.

Such a request must be supported with a certification from a physician or practitioner stating that such leave is medically necessary, the expected duration, and schedule of such leave.

Approved by Board of Control: December 1, 2009

## SUBSTITUTE TEACHERS

### A. Securing Substitutes

Substitutes must be chosen from an approved list supplied by the school office. In emergency cases, principals may make a one day decision concerning a substitute without reference to this list.

All substitutes shall be high school graduates. Preference shall be given to those personnel with teaching experiences and certificates, and those with some college experience.

### B. Paying Substitutes

1. Substitutes are to be paid by the Board of Control. In no case shall individual teachers be permitted to pay their substitutes.

2. Substitute teachers' pay will be on a per diem rate established annually by the Board of Control. Separate rates shall be established for degreed and non-degreed substitutes.

3. If a substitute is employed continuously for the same teacher for a minimum of thirty days (work), the per diem rate for the substitute will be increased, after thirty days, to the rate of pay on the regular salary scale for experience and certificate.

### C. Reporting Substitutes

At a time specified each month by the finance officer, the principal will file an monthly absentee report, showing the name, address, and days taught of each substitute.

Approved by Board of Control: December 1, 2009

## EVALUATION OF PROFESSIONAL STAFF

### A. Cycle of Evaluations

Ideally, evaluation should occur regularly and be a continuing process. In order to facilitate effective teacher evaluations within the constraints imposed by the ratio of evaluators to the number of teachers to be evaluated, the following cycle of evaluations should be followed:

1. Beginning and new appointees -- full evaluation, first year.
2. Second year teachers whose work was satisfactory the first year -- full evaluation, second year.
3. Second year teacher whose work was less than satisfactory the first year -- full evaluation second year, plus an interim evaluation at mid-year.
4. Third year teachers -- full evaluation, third year.
5. Tenured teachers whose performance was deemed satisfactory last evaluation-- full evaluation every third year, partial evaluation during intervening years.
6. Tenured teachers whose performance was deemed less than satisfactory by the last evaluation -- full evaluation annually until performance becomes satisfactory or services are terminated.

### B. Definitions

<u>Evaluator</u>	Has the prime responsibility for the final assessment of the evaluatee and prepares and submits the teacher evaluation summary at the end of the full evaluation cycle.
<u>Evaluatee</u>	The person being evaluated.
<u>Consultant</u>	Acts as the advisor to the evaluatee in preparing and achieving the performance targets.
<u>Contributor</u>	A person who participates in the assessment process by providing the evaluator with comments relative to the evaluatee's achievement of performance targets.

### C. Procedures

The evaluation process begins upon the teacher's return each fall, continues throughout the year, and culminates with the principal's submission by April 1, to the central office of his/her assessment of target accomplishment for teachers undergoing full evaluation utilizing the teacher evaluation summary form. These reports will be retained in the personal file of the respective teacher at the school office. Copies should go to the principal and the teacher.

#### 1. Diagnose Current Performance

Criteria for both instructional and administrative duties provide the benchmarks of desirable performance. The evaluator and evaluatee each make independent diagnosis of the evaluatee's current performance utilizing the forms provided. Between the fourth and sixth calendar weeks of school they meet to discuss the implications of their estimates.

#### 2. Set Performance Objectives

As a result of the independent diagnosis and the conference, a number of performance target areas needing improvement should be identified and agreed upon. It is desirable that the objectives selected be limited to those that seem to be most pertinent to a particular situation. The objectives secured should be stated explicitly in behavioral terms to include the method

of intended assessment. This step should be completed between the sixth and tenth calendar weeks of school.

### 3. Plan of Action

The nature of the performance targets helps determine how they will be attained. Those targets which relate to classroom instruction will likewise be closely related to the program of supervision. Since both parties have interests in the outcome of efforts to achieve performance objectives, the plan of action is cooperatively determined by the evaluatee and evaluator between the tenth and fourteenth calendar weeks of the school year.

### 4. Assessment

Explicitly developed and behaviorally stated objectives will tend to reduce differences in assessment between evaluator and evaluatee. The method of assessment is to be selected by the evaluatee and approved by all concerned. Some examples of methods of assessment are, but are not limited to:

- a. Principal (evaluator) - Teacher (evaluatee)
- b. Principal (evaluator) - Supervisor (evaluator) - Teacher (evaluatee)
- c. Principal (evaluator) - Teacher (evaluatee) - Supervisor (consultant)
- d. Principal (evaluatee) - Teacher (evaluatee) - Colleagues (contributors) - Department Head (contributor)
- e. Principal (evaluator) - Teacher (evaluatee) - Supervisor (consultant) - Parents (contributors) - Students (contributors)

### 5. Assessment, Conference and Follow-up

Upon termination of the assessment, the evaluator and evaluatee engage in a discussion to compare the self-evaluation of the evaluatee with that of the evaluator; to discuss the implications of the assessments; to analyze the causes of performance accomplishments and/or lack of it; and to make plans for the next annual evaluation cycle. The teacher evaluation summary form is utilized for this purpose. Since setting objectives is a continuous process, new targets must be set as previous targets are reached. Whether this is done unilaterally by the evaluatee or jointly with the evaluator will be dependent upon whether the subsequent cycle entails a partial or full evaluation.

The assessment, conference, and follow-up take place between the fourteenth calendar school week and the following March 15. For full evaluations, the teacher evaluation summary form is prepared in duplicate and the original copy forwarded to the central office for inclusion in the teacher's personal file. For full evaluation, copies of the original should be given to the teacher and the principal. For partial evaluations, the teacher evaluation summary form is prepared in duplicate with the copy going to the teacher and the original retained by the evaluator.

When the evaluatee's target improvement in either instructional or administrative performance has been less than satisfactory during a second evaluation cycle, and cooperative efforts to significantly improve performance have failed, the principal will recommend either conditional reappointment or dismissal at the end of the school year. The principal will notify the Executive Superintendent, in writing, not later than April 1, if he/she does not recommend the teacher for reappointment. A copy of the notification, together with a completed copy of the

most recent evaluation report form will be provided Board of Control members by the principal. The principal will notify, before April 15, by certified mail or hand delivery to the teacher if the Board of Control's intent is not to approve reappointment.

Approved by Board of Control:

## REDUCTION IN FORCE

## A. Licensed Personnel

The lay off of licensed Board of Control personnel due to reduction in force shall be accomplished according to the following provisions:

1. The NNTC principal shall recommend the specific endorsement areas or instructional programs in which reductions need to be made and the extent of those reductions.
2. The NNTC principal shall then recommend the individuals, if any, who shall be laid off. Generally, the primary factor to be considered in making both the recommendation and determination shall be seniority, within each class of employment, the least senior person being laid off first. Generally, within each class, probationary teachers shall be laid off prior to continuing contract teachers.
3. Seniority shall be that period of time commencing with the most recent term of continuous service as a licensed employee with the Northern Neck Technical Center including authorized leave as shown by Board of Control minutes, but excluding temporary, interim, substitute, or part-time employment. The initial date of employment shall be the date of appointment to a licensed position (as distinguished from the date of the Board of Control meeting where such an appointment was approved), as shown by the Board of Control minutes. A leave-of-absence for two consecutive years or resignation cancels prior seniority.
4. The NNTC principal may recommend exceptions to the seniority rule. Examples of factors which may be considered in excepting the seniority rule are: (1) teaching endorsements on the individual's license which may meet specific school needs, (2) extended responsibilities that the school program may require, (3) teacher on probation, or (4) teacher with licensure deficiencies.
5. Each licensed employee shall be placed on the seniority list for the endorsement area of instructional program in which he is actively assigned. In addition, licensed employees recommended for reduction in the area or program of their active assignments shall be placed on the seniority lists in any other areas or programs for which they have a right to be considered pursuant to paragraph A.6.
6. Each licensed employee who is recommended for lay off from an affected endorsement area or instructional program shall have the right to be considered, using the same criteria, in all other programs or instructional areas for which the employee has completed all endorsement requirements.
7. Released continuing contract licensed employees shall be offered reemployment as vacancies occur. The NNTC principal shall determine, in order of seniority, which released employees will be offered the vacated position(s) for which they are qualified. No new licensed employees shall be employed for an area or program until all properly licensed continuing contract persons released from such assignment have been provided with the opportunity of filling the available positions. A licensed employee on continuing

contract shall have the right to be offered a position by recall letter, pursuant to the provision of this paragraph, for a period not to exceed two years from the date of the individual's release. Such recall letter shall be sent by the NNTC principal or his designee. It shall be the responsibility of the released employee to keep human resources informed of his current address. A licensed employee's eligibility for recall shall terminate if he:

- a. fails to respond affirmatively in writing fifteen (15) calendar days after the mailing of a recall letter offering him a teaching position;
- b. indicates in writing that he no longer wishes to be considered for recall; or
- c. fails to maintain licensure and other employment eligibility requirements.

Upon reemployment, all rights related to salary, fringe benefits, and length of service shall be restored fully. However, time that has elapsed between release and reemployment will not count toward length of service.

Released continuing contract licensed employees may pay the total premium for group life and hospitalization insurance for a period of eighteen (18) months or the date that their eligibility for recall is terminated, whichever occurs first.

#### B. Administrative and/or Classified Licensed Personnel

Administrative and/or classified licensed personnel shall include those persons who are employed on a full-time contractual basis by the Board of Control.

1. The NNTC principal shall recommend the specific position classification in which a reduction in force needs to be made and the number of positions to be reduced.
2. Where there is only one person in a position classification recommended for mandatory reduction, that person shall be laid off unless the NNTC principal considers such employee for another administrative or supervisory position pursuant to paragraph B.5. For purposes of this policy and regulation only, an administrative licensed or classified licensed employee with three years continuous experience in NNTC, and who is recommended for reduction, shall also be considered under the "Licensed Personnel" section of this regulation as a teacher in a program or area, provided that his license is still valid.
3. Where there is more than one person in a position classification, the NNTC principal shall recommend which individual(s) shall be laid off. The primary factors to be considered in making both the recommendation and the determination shall be job performance, the specific needs of the school NNTC, and any special qualifications an individual might possess.
4. In those cases where no significant difference among individuals exists after a review of the factors listed in paragraph B.3., the recommendation and determination shall be based on seniority as described in paragraph A.3., the least senior employee within the classification being laid off first.
5. An employee who is recommended for lay off from his or her present position may be considered for other positions which the NNTC principal determines to have generally similar duties and for which the person is otherwise qualified.

6. Released employees shall be offered reemployment as vacancies occur in the position which they held under the procedure set out in paragraph A.7.

C. Classified Personnel

1. Classified personnel are defined as those persons who hold positions that do not require licensure and who are assigned by the Board of Control full-time to a position.
2. The NNTC principal shall recommend the specific position classifications in which a reduction-in-force needs to be made and the specific number of positions needed to be reduced.
3. The NNTC principal shall recommend which individuals, if any, shall be laid off within the position classification. The primary factor to be considered in making both the recommendation and the determination shall be seniority, the least senior being laid off first. The procedure by which classified personnel are recommended by the NNTC principal for reduction shall be set out in paragraph B.3., with the exception that all employment with NNTC, regardless of position, shall be counted towards seniority. In addition, an employee who is recommended for lay off from his or her present position shall be considered for lesser positions which the NNTC superintendent determines to have generally similar duties and for which the person is otherwise qualified.
4. Released employees shall be offered reemployment as vacancies occur in the position which they held. The NNTC principal shall make a recommendation as to the order of seniority in which released employees will be offered the positions. No new person shall be employed for a position until all persons released from such positions have been provided with the opportunity of filling the available positions. A person shall not have a right to be recalled to a position higher than the one in which he or she was working at the time of the reduction. However, the NNTC principal may allow recall to a substantially similar lower position. A person may be offered a position by recall letter for a period not to exceed two years from the date of lay off. Such recall letter shall be sent by certified mail to the employee's current address as listed with human resources. An employee's eligibility for recall shall terminate if he:
  - a. fails to respond affirmatively in writing within fifteen (15) calendar days after the mailing of a recall letter offering him a position;
  - b. otherwise indicates in writing that he no longer wishes to be considered for recall; or
  - c. fails to maintain licensure and other employment eligibility requirements, if any.

Upon reemployment, all rights related to salary, fringe benefits, and length of service shall be fully restored. However, time that has elapsed between release and reemployment will not count toward length of service.

Released classified employees may pay the total premium for group life and hospitalization insurance for a period of eighteen (18) months or the date on which the employee's eligibility for recall is terminated, whichever occurs first.

D. Transfer

This policy and regulation shall apply to the transfer of employees but shall only apply when, due to a reduction-in-force, an employee must be laid off. The NNTC principal retains the authority to transfer teachers or other employees to other assignments at any time to reduce the number of persons affected by the reduction-in-force.

E. Transfer

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F. Board Minutes

So that there will be no negative implications regarding the professional record of an employee laid off under this policy, the minutes of the Board of Control will clearly show that such termination of employment was due to a reduction-in-force.

G. Activation of Policy

This policy will be activated upon recommendation of the NNTC principal to the Board of Control. It will not be necessary for the human resources specialist to establish seniority lists, etc. until such time as notified by the NNTC principal.

H. Effect on Term Contract

Nothing in this Policy shall be construed as granting an employee on a term contract the right to employment beyond the term of his or her contract or to grant such person a property interest in employment beyond the term of his present contract. Within two weeks of the approval of the Board of Control budget by the appropriating body, but no later than June 1, the Board of Control will notify any teacher who may be subject to a reduction in force due to a decrease in the Board of Control's budget as approved by the appropriating body.

I. Interpretations

The Board of Control realizes that questions will arise about the application of this policy to a specific case. Consequently, interpretations of this policy shall be made by the NNTC principal when necessary. Any such interpretations shall be presumed valid until specifically ruled otherwise by the Board of Control.

Approved by the Board of Control: December 1, 2009

## SUPPORT STAFF

Holidays

Twelve month support staff employees shall be granted paid holiday leave as follows:

New Year's Day	one day
Easter	two days
Fourth of July	one day
Labor Day	one day
Thanksgiving	two days
Christmas	three days

All holiday time off and schedules of work hours must be arranged with and approved by the employee's immediate supervisor.

Vacancies

Whenever a vacancy occurs, notice of such vacancy shall be posted at a central location within the school, departments and/or locations in which employees are normally working. Such notice shall remain posted for a minimum of five days. Any employee wishing to apply for the vacant position must submit an application in writing directly to the Principal.

Appointment and Reappointment

Applicants for support staff employment in the Northern Neck Technical Center shall be appointed by the Board of Control on the recommendation of the Executive Superintendent.

At the regular April, May, or June meeting of the Board of Control, the services of all classified employees shall be reviewed and appointments for the ensuing year shall be made. Employees shall be duly notified in writing prior to July 1st, regarding their employment status for the ensuing year.

Resignation

Support staff personnel terminating their employment shall submit notice of their intentions two (2) weeks prior to their final work day. Employees giving advance notice or resigning with the Principal's approval shall have their resignation accepted without prejudice and shall be eligible for reemployment with the NNTC.

Failure to comply with this policy may result in a recommendation that the employee be ineligible for reemployment at a future date.

Dismissal or Placement on Probation

The Executive Superintendent may recommend dismissal or place on probation support staff personnel for immorality, incompetency, falsification of documents, theft, sexual harassment, violation of NNTC regulations, cruelty, insubordination, intemperance, or willful neglect of duty. The charges shall be stated in writing. If there is a significant hazard in keeping the employee on the job, the Executive Superintendent can suspend the employee with pay.

## Teacher Aides

### A. Qualifications

In order to qualify for appointment as a teacher aide each applicant shall:

1. Be a high school graduate;
2. Possess good moral character;
3. Submit three acceptable references from persons who can adequately evaluate the past work performance or otherwise indicate that assigned duties can be performed satisfactorily;
4. Possess particular skills required to perform the specific duties for which employed.

### B. Appointment

The Board of Control shall, on the recommendation of the Principal, employ teacher aides and place them in appropriate schools.

## Custodial Personnel

### A. Qualifications

In order to qualify as a member of the custodial staff, each applicant shall have those qualifications necessary to carry out the duties of their particular school.

### B. Appointment

Appointment of custodians shall be made by the Board of Control on the recommendation of the Executive Superintendent and the principal of the school in which the person will work. Such recommendation shall be made to the Board through the Executive Superintendent.

### C. Relationships

Custodians shall be directly responsible to the principal of the Northern Neck Technical Center. They shall schedule through the principal all work to be performed and requisition all supplies and equipment from and through him/her. Requests for custodial services on the part of teachers are to be directed to the principal and not directly to the custodian.

## Secretarial and Clerical Personnel

### A. Qualifications

In order to qualify as a member of the secretarial and clerical staff, each applicant shall be of good character and possess a high school diploma, with business training.

### B. Appointment

Appointment of secretarial and clerical employees shall be made by the Board of Control on the recommendation of the principal.

### C. Relationships

Secretarial and clerical employees shall be directly responsible to the person to whom they are assigned. Furthermore, they shall maintain satisfactory personal relationships with staff members, students, patrons, and recognize the importance of maintaining school and community relations that are conducive to an efficient and well operated school system.

#### Overtime

Support staff employees will be compensated for overtime hours worked in accordance with the Fair Labor Standards Act. The rate and form of compensation will be approved by the employee's immediate supervisor and/or the principal.

#### Meetings, Conferences, and Conventions

Support staff employees are encouraged to expand their knowledge and skills in areas that will provide more effective services for students. Employees who wish to attend meetings, conferences and conventions in order to gain additional knowledge and/or skills may do so with permission of the principal.

Approved by Board of Control: December 1, 2009

## SUPPORT STAFF LEAVES AND ABSENCES

### **Reporting Absences**

1. Each employee is required to properly notify the proper person on the day before or the evening before the absence.
2. In the event that advance notice is not possible, personnel will notify their supervisor between the hours of 6:00 a.m. and 7:00 a.m. of the day on which the absence occurs.
3. If an absence is of more than one day's duration, notification should be given each day by 2:00 p.m. that the person will be absent the following day.
4. All cafeteria, clerical, custodial and maintenance personnel will notify their immediate supervisors. Adequate time should be allowed so that the supervisor may acquire a substitute if needed.
5. Abuse of these procedures will incur the loss a day's pay. If the person is charged a day without pay, no days will be deducted from his accrued sick leave.
6. Persons with excessive absence may be required to furnish a doctor's certificate.

### **Vacations**

Personnel employed for twelve calendar months shall be permitted to take two weeks of vacation with pay. Individual vacations shall be scheduled at a time mutually satisfactory to the person involved, his/her immediate supervisor and the Superintendent.

Vacation time earned before June 30 of one year may be carried over to the next year and accumulated up to fifty (50) days maximum. Employees who retire or resign may either take vacation or be compensated at their per diem rate of pay, if funds permit.

### **Support Staff Sick Leave**

#### **Eligibility**

1. All full-time support staff personnel are eligible for sick leave benefits.

#### **Rate**

1. Twelve-month full time support staff (secretaries, custodians, and maintenance employees) will earn sick leave at the rate of one (1) day per month during the contract period and may accumulate up to one hundred (100) days. Custodians and secretaries work under the direction of the building principal and are allowed to work out absences with the principal and make up time in lieu of using sick leave. Absentee records are kept in their respective offices.
2. Teacher aides will earn ten (10) days of sick leave per year and may accumulate up to one hundred (100) days.

### Application

1. Support staff employees cannot claim any portion of earned sick leave unless he/she has actually reported for duty for the regular school year in accordance with the terms of his/her contract. However, an eligible employee who is unable to begin duties because of illness may be allowed to use accumulated leave to his/her credit, not to exceed the employee's accrued sick leave balance as of June 30 of the preceding school year.
2. Sick leave allowances will apply to the total contractual period.
3. Eligible employees who have used their accumulated sick leave will forfeit their per diem salary for all days not covered by the sick leave or personal leave.
4. Sick leave shall be allowed for illness of the employee (including quarantine), his/her spouse, child, parent, sibling or any other relative living in the immediate household. Sick leave cannot exceed three (3) days for any one illness. Support staff employees are to submit a Leave Request form to the principal immediately upon return to employment. The principal may require a reasonable proof of illness whenever it is deemed necessary.
5. Sick leave shall be allowed for death in the immediate family, not to exceed three (3) days in any one case. "Immediate family" is defined as natural parents, grandparents, grandchildren, foster parents, stepparents, wife, husband, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other relative living in the household of the employee. For the death of a parent (employee's or spouse's), spouse, or child of the employee, the employee may take an additional two days, to be charged as sick leave.

### Retirement

1. Unused sick leave may be paid to eligible support staff employees upon retirement of employment from the NNTC. Payment shall be made at the rate of \$20 per day up to a maximum of one hundred (100) days. To be eligible, an employee must have completed a minimum of five (5) years of uninterrupted service including the year of retirement.

### Personal and Emergency Leave

Ten and twelve-month full-time support staff employees are granted one (1) day of personal leave and one (1) day of emergency leave during each fiscal year (July 1- June 30). If the personal or emergency day is unused at the end of the school year, it can be converted to sick leave.

Approved by Board of Control: December 1, 2009

## EVALUATION OF SUPPORT STAFF

The Board of Control has directed that an evaluation program for support staff personnel be developed under the direction of the Executive Superintendent. It is the desire of the Board of Control and the administrative staff to involve support staff employees in a cooperatively developed procedure. The following personnel are to be evaluated under this procedure:

1. Secretaries
2. Teacher aides
3. Maintenance employees

### A. Purpose

The evaluation process for support staff employees is designed primarily to assist them in the improvement of job performance and to make decisions with regard to support staff personnel. In addition, the purpose of the evaluation process shall be to assist support staff employees to overcome identified weaknesses, and to assist in the retention of employees who have demonstrated performance which is satisfactory or above.

### B. Orientation

During the preschool orientation period, the immediate supervisor should inform all support staff employees of the evaluation procedure, schedule, and evaluation instrument. A copy of the evaluation instrument should be provided to all support staff employees. Support staff employees who are employed after the preschool orientation period should have the same evaluation information at the time of employment.

### C. Procedure

1. Each member of the support staff shall be evaluated on an annual basis by the principal and/or the immediate supervisor. All supervisors with whom the employee works should be involved in the evaluation. The annual evaluation shall be completed on or before June 1 of each school year. The evaluation schedule and procedure is to be used in the evaluation of all support staff employees.
2. First year employees of the support staff, as well as other support staff employees who are not performing satisfactorily, shall be evaluated on or before January 15. The same procedure and evaluation instrument used in the annual evaluation shall be used for the interim evaluation. Additional interim evaluations shall be at the discretion of the principal.
3. If a support staff employee is evaluated as less than satisfactory on the final evaluation, a conference with a personnel administrator may be requested by the employee.
4. Copies of the evaluation are to be distributed as indicated on the evaluation instrument.

### D. Performances/Skills

The rating scale will be as stated on the evaluation instrument. All support staff employees will be evaluated on the following performances and/or skills:

1. Quality of work
2. Job knowledge
3. Attitude
4. Attendance and punctuality
5. Personal characteristics
6. Possesses skill and judgment in the use of equipment
7. Interpersonal relationships
8. Job description

E. Written Comments

1. When ratings are less than satisfactory, the evaluator shall make recommendations and provide pertinent comments in the remarks section of the evaluation instrument. These remarks should outline the strengths and weaknesses and suggestions for improvement in the performance of the employee who has been rated less than satisfactory.
2. The support staff employee may submit written information, with regard to specific factors of the evaluation, to the principal and/or immediate supervisor. This rebuttal or additional information must be within five (5) working days after the final annual evaluation.

Approved by Board of Control: December 1, 2009